



United States Department of State

U.S. Embassy, Bridgetown

09 March 2021

The U.S. Embassy, INL Section, Bridgetown, Barbados is inviting quotes for:
Sport Utility Vehicle (SUV) 1 NEW SUV (Best and Final Offer).

The United States Government reserves the right to cancel this solicitation in part or in full, as necessary. The Request for Quote does not commit the United States Government to make any award. The government intends to award a Purchase Order.

All quotes, requests for additional information and site visit appointments should be sent by email to BonnettR@state.gov .

Deadline for quotation is: **26 March, 2021.** No offer will be accepted after this date.

Bureau of International Narcotics and Law Enforcement Affairs (INL)

U.S. Embassy Barbados.



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See FAR 3.104

SENSITIVE BUT UNCLASSIFIED

Request for Quote (RFQ)

Sport Utility Vehicle (SUV)

TECHNICAL SPECIFICATION

1 NEW Sport Utility Vehicle (SUV) to be purchased for the Government of Barbados per the following minimum specifications:

Right hand drive SUV
Automatic Transmission
4X4
Gray or silver
2000cc
5 seats
Fully loaded
Fuel type: Gasoline
Reverse camera
Tinted windows
Front and side Airbags
Floor mats

Vehicles should include **minimum 2 years warranty (or 24,000 miles)** and should be firm fixed price (price not subject to market fluctuations).

Please quote your **duty-free** price in Barbados dollars.

SUBMISSION AND RFQ INFORMATION

INFORMATION TO CONTRACTOR

Contractors are reminded that information furnished under this Request for Quote (RFQ) may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business or that contain trade secrets or proprietary or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when Department of State (DOS) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed releasable.

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QUESTIONS CONCERNING THE REQUEST FOR QUOTE

No information concerning this RFQ shall be provided in response to telephone calls. All such requests must be submitted in writing to Richard Bonnett at bonnettr@state.gov. Only written questions relating to this RFQ shall be accepted.

***** Language description of Technical Specifications or Pictures are “required” with the submission of quote.**

BASIS OF AWARD

The Government anticipates issuing a Purchase Order Award to the Quoter who's Quote provides the **lowest priced technically acceptable (LPTA) to the Government.** Quotes shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in Quotes is prescribed in 18 USC.1001.

***** Offerors should clearly state the delivery dates in their responses to this RFQ.**

DELIVERY DATE

60 days ARO

SUPPLIES AND PRICES

The Contractor shall provide to the U.S. Government the new products as described in the specifications (Above) for the stated firm fixed price. Further, the Contractor shall properly perform the pre-delivery inspection on the products and deliver them to the location set forth under Place of Delivery, of this RFQ. The firm fixed price shall include the products pre-delivery inspection, certificates of origin, operator's manuals, warranty certificates and any other documentation mandated.

***** If applicable - manuals shall be furnished in English.**

SERVICE AND MAINTENANCE

All parts, accessories, service and repairs --- if applicable for the above items shall be available in Barbados and obtainable within reasonable period.

SOLICITATION CONSIDERATIONS

This is a brand name or equal to procurement, the seller certifies that it is an authorized distributor of the similar product being sold to the Department of State and that it has the certification/specialization level required by the manufacturer, to support both the product sale and product pricing, in accordance with applicable manufacturer certification/specialization requirements.

This solicitation requires registration with the System for Award Management (SAM) prior to award, pursuant to FAR 4.1102 and other applicable regulations and guidelines. Information can be found at www.sam.gov.

All Quotes must **be valid for 90 days**. No exceptions or qualifications. New equipment ONLY, NO grey market or refurbished products. Items must be in original packaging, never used, and not altered in any way. Components of the requested equipment, to include memory, must be manufacturer-approved and may not be compatible, remanufactured, or refurbished equipment. All items must be covered by manufacturer's warranty and procured through a manufacturer approved distribution channel. Sellers must be able to document their ability to provide items through manufacturer approved distribution channels upon request.

The Seller confirms to have sourced all products submitted in this Quote from manufacturer-approved channels for Federal sales, in accordance with all applicable laws and manufacturer's current applicable policies at the time of purchase. Seller must be able to support both the product sale and product pricing, in accordance with applicable manufacturer certification / specialization requirements. If software is provided or included, Seller shall, upon request, provide Buyer with a copy of the End User License Agreement. Seller certifies that all software is licensed originally to Buyer as the original licensee authorized to use the software.

Pursuant to the Trade Agreements Act (19 U.S.C. 2512(a)) (TAA), Federal acquisitions of supplies may be made only from offerors that will supply products of an eligible country under

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any of the free trade agreements entered pursuant to the TAA. An article is considered a product of a country only if it is wholly a product of that country or if it has been, substantially transformed, in that country into a new and different article of commerce with a name, character, or use distinct from that of the original article(s). Note that any item that is a discreet article as it is sold in commerce, regardless of its ultimate function or use, cannot be considered, substantially transformed, and based solely on its integration into IT or other systems

The Contractor and its employees shall exercise the utmost discretion concerning all matters relating to their duties and functions. They shall not communicate to any person any information known to them because of their performance of services under this contract, which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer.

All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use and become the exclusive property of the U.S Government. Furthermore, no article, book, pamphlet, email, recording, broadcast, speech television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

CUSTOMS CLEARANCE AND TAX EXEMPTIONS

If applicable, the U.S. Government will assist the Contractor in obtaining customs clearance and tax exemption certificates from the Government of Barbados.

EXPORT LICENSE

The Contractor shall comply with Sections 38-40 of the Arms Export Control Act (AECA) (22 U.S.C. 2778-2780) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130) as required, for the prosecution of work under this contract at no additional cost to the Government. Failure to be in compliance with AECA and ITAR by date planned for commencement of contract performance as well as during the entire performance of work under this contract may result in contract termination. Any penalties rendered to the Contractor, as a direct result of being found non-compliance with AECA and ITAR will be the responsibility of the Contractor. For additional information on AECA and ITAR, see <http://www.pmddtc.state.gov/>.

The Contractor shall comply with license requirements of the Commerce Control List and any Export Administrative Regulations (EAR), which may apply.

INSPECTION AND ACCEPTANCE

The U.S. Government shall perform the final inspection and acceptance of ALL items in Barbados. The payment(s) to the Contractor shall be made following satisfactory inspection and acceptance of products.

National Defense Authorization Act (NDAA) Compliance

The [National Defense Authorization Act \(NDAA\)](#) prohibits contracts with companies or entities that use covered telecommunications equipment, systems or services as a substantial or essential system component or technology. These mandates require that all U.S. Department of State contracts contain provisions verifying that the provider will not be supporting the Department of State using the proscribed equipment/services.

As defined in the statute, covered telecommunications equipment or services means the following: telecommunications equipment produced by Huawei, ZTE, Hikvision, Dahua, and Hytera, or their subsidiaries or affiliates.

You are required to review and complete the attached NDAA contract compliance document.

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION	
Contractor Name:	
Contractor's Authorized Representative:	
Signature:	
Date:	

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105](#)(a), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered

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Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105\(b\)](#), insert the following clause:

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Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

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(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

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(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be

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incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

52.204-26 Covered Telecommunications Equipment or Services-Representation.

As prescribed in [4.2105\(c\)](#), insert the following provision:

Covered Telecommunications Equipment or Services-Representation (Dec 2019)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)